

Yoav M. Griver, Esq.
ZEICHNER ELLMAN & KRAUSE LLP
1211 Avenue of the Americas, 40th Floor
New York, New York 10036
Phone: (212) 223-0400
ygriver@zeklaw.com
Attorneys for plaintiff Law and Forensics, LLC

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

LAW AND FORENSICS, LLC

Plaintiff,

v.

IV SOLUTIONS, INC.,

Defendant.

Case No.

COMPLAINT

Plaintiff Law and Forensics, LLC for its Complaint against defendant IV Solutions, Inc., alleges through its undersigned counsel as follows:

NATURE OF THE ACTION

1. This is an action for breach of contract and unjust enrichment. Defendant IV Solutions, Inc (“Defendant” or “IVS”) has failed to pay plaintiff Law and Forensics LLC (“Plaintiff” or “LnF”) for services rendered under the Retention Agreement (defined herein). Defendant is liable to LnF in the amount of \$436,030.10, plus interest, fees, and costs.

PARTIES

3. Plaintiff Law and Forensics, LLC is a limited liability company organized and existing under the laws of the State of Washington with a New York Office located at 1211 Avenue of the

Americas, 40th Floor, New York, New York 10036. LnF is a leading global legal engineering firm which specializes in forensics, cybersecurity, and eDiscovery.

4. Upon information and belief, defendant IV Solutions, Inc. is a corporation organized and existing under the laws of the State of California, having its principal place of business located at 10100 Venice Blvd # 102 Culver City , CA, 90232-333. IVS is an independent provider of home infusion therapy.

JURISDICTION AND VENUE

5. This Court has jurisdiction over the subject matter of this civil action pursuant to 28 USC § 1332 as there is complete diversity of citizenship between LnF and IVS and the amount in controversy exceeds the sum of seventy-five thousand dollars (\$75,000), exclusive of interest and costs. In this regard, LnF is not located in California, and the LnF services at issue in this Complaint took place in New York, New York.

6. Venue of this civil action is proper in this Court pursuant to 28 USC § 1391(a) and (b) in that the transactions and occurrences that give rise to LnF's claims substantially occurred within this judicial District and LnF regularly conducts business within New York, NY.

7. This Court may properly exercise personal jurisdiction over IVS because upon information and belief, it regularly transacts business within this District.

FACTUAL BACKGROUND

8. In or about February 2020 IVS and AETNA, Inc. began an arbitration proceeding -- JAMS Case No. 120055122 before the Honorable Gail Andler (ret.) (the "Arbitration"). LnF was first retained as a forensic neutral by the parties in the Arbitration. Thereafter, IVS retained LnF on its own.

9. In or about February 2021, LnF entered into a Retention Agreement with IVS pursuant to which LnF committed and agreed to provide Defendant with forensic services in connection with the continued collection and production of documents in the Arbitration. A copy of the Retention Agreement is attached hereto as **Exhibit A**. IVS knew and understood that LnF's New York, New York office would be providing the services set forth in the Retention Agreement.

10. Under the Retention Agreement's Termination clause. IVS agreed it would "be responsible for paying all fees, expenses, and disbursements incurred on your [LnF's] behalf in this matter until LnF receives written notice of termination." Retention Agreement at 4.

11. The Retention Agreement further provides that LnF is to be paid within thirty (30) days of receipt of a monthly invoice from LnF sent to Defendant.

12. In accord with the terms of the Retention Agreement, Defendant paid LnF a retainer fee of \$75,000 which further shows Defendant's acceptance of the payment terms.

13. In accord with the terms of the Retention Agreement and scope of work issued thereunder, LnF:

- created and administered a forensic protocol to ensure the forensic work set forth by the Appointment Order¹ was done in a timely fashion;
- identified, restored and collected, searched, analyzed, and produced responsive data from iDrive (cloud storage service);
- investigated IVS' devices to determine the status of certain documents and attempt to identify other repositories that may contain relevant data (e.g., identify if there exist other productions done in unrelated matters that may contain relevant ESI);
- investigated if IVS destroyed devices or e-mail accounts related to the underlying dispute;

¹ On January 15, 2021, Judge Andler issued an Appointment Order appointing Mr. Daniel Garrie of LnF "as the neutral forensic evaluator to oversee and evaluate IVS's continued collection and production of documents." January 15, 2021 Appointment Order at 10 (copy attached hereto as **Exhibit B**).

- forensically analyzed and reviewed the IVS' devices to identify other potential repositories where responsive documents may exist; recovered deleted files, analyzed USB activity, and utilized other forensic tools as necessary; and
- prepared a final report stating LnF's findings and conclusions

14. LnF met its obligations under the Retention Agreement.

15. The Retention Agreement has not been terminated. Specifically, LnF has not yet received a formal written notice of termination as required under the Retention Agreement's Termination clause.

16. LnF has issued three (3) invoices to Defendant in accord with the terms of the Agreement for forensic services that its personnel performed for Defendant pursuant to the Agreement:

- (a) The first invoice (#2021LF320) was issued by LnF to Defendant on March 1, 2021. The total is \$70,795.50.
- (b) The second invoice (#2021LF330) was issued by LnF to Defendant on March 31, 2021. The total is \$330,503.10.
- (c) The third invoice (#2021LF345) was issued by LnF to Defendant on April 13, 2021. The total is \$34,731.50.

17. Copies of these three invoices are attached collectively hereto as **Exhibit C**. As of May 13, 2021, IVS owes LnF \$436,030.10 pursuant to the Retention Agreement.

18. Despite repeated demands, IVS has failed and/or refused to pay, and continues to fail and/or refuse to pay, the foregoing invoices rendered under the Retention Agreement.

FIRST CAUSE OF ACTION
(Breach of Contract)

19. Plaintiff incorporates paragraphs 1 through 18 of the within Complaint by reference.

20. Defendant's failure and/or refusal to pay LnF's invoices for the forensic services that LnF provided Defendant pursuant to the Retention Agreement constitutes a material breach of the Retention Agreement and entitles LnF to recover monetary damages from Defendant.

21. As a direct and proximate result of Defendant's material breach of the Retention Agreement, LnF has suffered monetary damages in the amount of \$436,030.10 plus interest, fees, and costs.

WHEREFORE, plaintiff LnF respectfully requests that judgment be entered in its favor and against defendant IVS in the amount of \$436,030.10 together with interest, fees and costs of suit and such other relief as the Court deems just and proper.

SECOND CAUSE OF ACTION
(Unjust Enrichment)

22. Plaintiff incorporates Paragraphs 1 through 21 of the within Complaint by reference.

23. By virtue of the foregoing, Defendant has been unjustly enriched in an amount of no less than \$436,030.10, plus interest, fees, and costs.

WHEREFORE, plaintiff LnF respectfully requests that judgment be entered in its favor and against defendant IVS in the amount of \$436,030.10 together with interest, fees and costs of suit and such other relief as the Court deems just and proper.

DATED: February 14, 2022

Respectfully submitted,

ZEICHNER ELLMAN & KRAUSE LLP

/s/ Yoav M. Griver

Yoav M. Griver, Esq.
1211 Avenue of the Americas, 40th Floor
New York, New York 10036
Phone: (212) 223-0400
Counsel for plaintiff Law and Forensics, LLC